

### CLEANUP AGREEMENT

This is an Agreement between LEIF R. SIGMOND and DOMINICK PRESTO a partnership, whose address is 18 Glen Road, Rutherford, New Jersey 07070 ("Owner"), and S & W WASTE, INC. ("S & W"), whose address is 115 Jacobus Avenue, South Kearny, New Jersey 07032.

#### 1. SERVICES TO BE PERFORMED

a. Owner hereby engages S & W, and S & W hereby agrees, to stage, characterize, receive, transport, process and dispose of certain unidentified hazardous chemical wastes at 411 Wilson Avenue, Newark, New Jersey, such waste to be staged, characterized, received, transported, processed and disposed of by S & W in accordance with the attached Disposal Plan, upon the terms and conditions set forth in this Agreement.

b. It is understood that whenever possible, after consultation with owner, S & W shall mitigate the cost to owner and endeavour to sell or salvage any of the material on site. It is understood that Owner has already received an offer for certain material on hand; the proceeds from such sales shall be offset against charges made for handling.

It is understood and agreed and S & W represents to the Owner that it does have the technical knowledge to per-

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form the work which is the subject matter of this contract.

In the performance of the work of this Agreement, S & W shall promptly stage, characterize, receive, transport, process and dispose of the waste in accordance with the high standards required. S & W shall be responsible for any and all of the consequences of its acts, due to negligence ~~or otherwise~~, for injury to persons or damage to property.

INITIAL *[Signature]*  
*[Signature]* 10.  
c. All services provided under this Agreement shall be in accord with applicable regulations of the New Jersey Department of Environmental Protection and other regulatory agencies having jurisdiction. S & W, at Owners' expense, shall secure all necessary site specific approvals for the project. Owner agrees to co-operate with S & W in securing governments approvals as requested. S & W represents that is has obtained all permits, licenses, and other forms of documentation required in order for it to perform its services under this contract; and will furnish copies thereof together with any certificates or any instruments related to the performance of S & W or its obligation under this Agreement.

d. S & W shall provide Owner with certificates of insurance, with Owner designated as "also insured" as set forth in the attached Schedule.

## 2. PAYMENT TERMS

a. In consideration of the covenants of this Agreement and for activities performed under this contract, the Owner agrees to pay S & W on a time and materials basis as outlined in the document labeled "Schedule A" attached and made a part hereof. At the end of the last working day of each calendar week, S & W will present Owner with a detailed invoice describing the work completed and the costs incurred pursuant to the Agreement. Owner agrees to make payment of said invoice within five (5) working days of receipt thereof.

b. It is understood and agreed that there are certain generators who have or will in the future agree to remove drums or bulk liquids from the premises. It is most desirable that S & W perform the work of said removal and Owner shall make every attempt to have said generators use the services of S & W. In this regard, S & W agrees to prepare specific cost proposals for said generator. Should S & W not be awarded the contract for said removal, then said generator shall be permitted to remove same with their own D.E.F. approved contractor and there shall be no charge made to the Owners. If the generator accepts S & W to provide the services, then the billing shall be made directly to the generator

and the generator shall be responsible for the payment of same.

c. Notwithstanding any other condition of this Agreement or "Schedule A" hereof, the Owner shall have the right to seek competitive prices for disposal at D.E.P. approved sites and to provide any equipment which may be needed on the job site. Whenever there shall be alternate means of disposal, the Owner shall have the right to select the most cost effective method. The Owner reserves the right to lease equipment on a weekly or other basis.

d. S & W shall provide Owner with a proposed work schedule and the types of equipment which shall be needed on the job site so as to enable the Owner to determine whether it is their desire to rent required equipment on a longer term rather than daily.

e. S & W shall provide Owner with proposed costs as set forth on Schedule and thereafter the parties shall agree upon the percentage of cost override. S & W agrees to keep accurate and actual records of costs and Owner, or their accountant, shall have the right to inspect same.

### 3. TERM

a. This Agreement shall commence upon the signature of the parties, and shall terminate upon notification from

S & W, in writing, that the project is completed. Notwithstanding the above, however, either party may terminate this Agreement, without cause, upon five (5) working days notice, by giving the other party written notice (at the address shown above).

4. EMERGENCY ACTION

Whenever the safety of persons or of the work or property is threatened and the nature of such threat requires emergent relief, S & W, without seeking instruction from the Owner, shall act in its own discretion to prevent or mitigate injury or damage. If the actions of S & W in these cases give rise to additional costs, S & W shall include costs for payment according to the weekly invoice procedure established in this Agreement. Subject at all times to making the Owner and D.E.P. aware of any such problem as soon as possible under the circumstances.

5. EXCUSE OF PERFORMANCE

The performance or observance by either party of any obligations under this Agreement may be suspended in whole or in part, in the event of any of the following which prevent such performance or observance; acts of God, war, riot, fire, explosion, accident, flood, sabotage, strike, lockout,

injunction, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, breakage or failure of machinery or apparatus, national defense requirements, compliance with governmental laws, regulations, order or action, or any other cause (whether similar or dissimilar) beyond the reasonable control of such party; provided, however, that the parties shall prevent it from complying with its obligations hereunder shall immediately notify, in writing, the other party and the party so prevented shall exercise due diligence in removing or overcoming the causes of such inability to comply, provided, further, that neither party shall be required to settle a labor dispute against its own best judgment.

6. ACCESS TO PREMISES

Subject to the approval of the D.E.P. the Owner agrees that S & W, its agents and employees, shall during the term of this Agreement, be afforded access to owner's premises for the purpose of fulfilling its obligations.

7. ENTIRE AGREEMENT

This document, including the attached schedules, constitutes the entire Agreement between the parties. If any of the provisions of this Agreement are found to contravene

or otherwise be invalid under the laws of the State of New Jersey, such contravention or invalidity shall not invalidate the entire contract. In such case, the contract shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

8. NOTICES

Unless otherwise specified in this Agreement, any notice, request, approval or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered in person or deposited in the U. S. mail, postage prepaid, addressed as follows or to such other address as may be specified from time to time in a written notice given by the party requesting the change: if S & W: 115 Jacobus Avenue, South Kearny, New Jersey 07032, Attention: Harry Moscatello; if to Owner: 18 Glen Road, Rutherford, N. J 07070, Attention: Sigmond and Presto.

9. INSURANCE BY S & W

S & W shall provide the Owner with a complete list of all insurance coverages together with limits of each policy. Owner reserves the right to be named as an "also insured" on any of

such policies and Owner further has the right to examine true or photostatic copies of all such policies of insurance.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year written below their names.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Carol Le Grand  
CAROL LE GRAND

SIGMOND & PRESTO

Leif R. Sigmond  
LEIF R. SIGMOND, Partner  
Dated: October 7, 1983

Dominick Presto  
DOMINICK PRESTO, Partner  
Dated: October 6, 1983

ATTEST:

Sharon E. Soule  
Secretary

S & W WASTE, INC.

BY Harry Moscatello  
Vice President  
Dated: October 6, 1983



State of New Jersey

RYAN J. KIMMELMAN  
ATTORNEY GENERAL

THOMAS W. GREELISH  
FIRST ASSISTANT ATTORNEY GENERAL

DEPARTMENT OF LAW AND PUBLIC SAFETY

DIVISION OF LAW

ENVIRONMENTAL PROTECTION SECTION

- RICHARD J. HUGHES JUSTICE COMPLEX  
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TRENTON 08625

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DIRECTOR

LAWRENCE E. STANLEY  
DEPUTY ATTORNEY GENERAL  
SECTION CHIEF

JOHN M. VAN DALEN  
DEPUTY ATTORNEY GENERAL  
ASSISTANT SECTION CHIEF

TELEPHONE (609) 292-1542

July 21, 1983

Edward J. Egan, Esq.  
1073 East Second Street  
Box 190  
Scotch Plains, New Jersey 07076

Re: State of New Jersey, DEP v.  
Scientific Chemical Processing Inc., et al.  
Docket No. C-1852-83E

Dear Mr. Egan:

I believe that the meeting held on July 19, 1983 between representatives of Inmar, S & W Waste Co. (one of Inmar's proposed cleanup contractors), Harriet Sims Harvey, Esq., Mr. Presto, Mr. Sigmond, Mr. Case and the DEP was helpful to all concerned. Personnel from the DEP who will be involved with supervising the cleanup of the Carlstadt site had the opportunity to review the S & W proposal and to present their comments regarding same. During discussions, DEP personnel requested that S & W provide the following: quality assurance-quality control (QA/QC) program, detailed decontamination procedures, and plans for continuous air monitoring at the site. S & W indicated that this information is available and can be provided forthwith.

After the above discussions, it was agreed between the parties that Inmar would advise the State by July 26, 1983 of the name of the contractor which it intends to hire to undertake the Carlstadt site cleanup. It was further agreed that Inmar's contractor would provide DEP with a more detailed report including information presented in the draft S & W Waste report together with additional materials requested at the July 19, 1983 meeting.

Edward J. Egan, Esq.

July 21, 1983  
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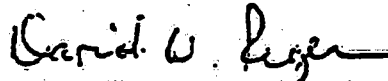
This report is to be forwarded to my attention by August 2, 1983. Finally, personnel from S & W Waste and DEP agreed that they should meet at the Carlstadt site to conduct on-site inspections.

Upon receipt of the above information, I will be in a position to advise Judge Stanton by August 5, 1983 of the status of the Carlstadt cleanup.

Again, I would like to thank you and other representatives of Inmar for meeting with us in connection with this matter.

Very truly yours,

Irwin I. Kimmelman  
Attorney General of New Jersey



David W. Reger  
Deputy Attorney General

DWR:fad

cc: Jerry Burke, Esq.  
Dominick Presto, Esq.  
Leif R. Sigmond  
Herbert G. Case  
Harriet Sims Harvey, Esq.

bc: Jonathan Berg, DWM  
Ron Senna, DWM  
George Weiss, DWM

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State of New Jersey

IRWIN I. KIMMELMAN  
ATTORNEY GENERAL

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FIRST ASSISTANT ATTORNEY GENERAL

TELEPHONE 609-292-1548

July 8, 1983

Dominick Presto, Esq.  
Presto & Barbira, Esqs.  
18 Glen Road  
Rutherford, New Jersey 07070

Re: State of New Jersey, DEP v. Scientific Chemical Processing  
Docket No. C-1852-83E

Dear Mr. Presto:

In order to control access to the Newark and Carlstadt sites,  
I request that you contact either Jerry Burke of the Department or  
me when you require a site visit.

Very truly yours,

IRWIN I. KIMMELMAN  
ATTORNEY GENERAL

By David W. Reger  
David W. Reger  
Deputy Attorney General

DWR:map

cc: Jerry Burke, Esq.  
Jonathan Berg, DWM  
David Longstreet, DWM ✓